

AMENDMENT OF MINING LEASE
CONTRACT I-149-Ind-8667

In consideration of the covenants herein contained and the approval of the assignments of the interests in the Lease of Navajo Uranium Company to Kerr-McGee Oil Industries, Inc., the parties hereto agree as follows:

1. Kerr-McGee Oil Industries, Inc. (hereafter sometimes called "Assignee") assumes and agrees to perform all obligations to the Navajo Tribe insofar as said described land is affected, and to do and perform all such things and acts as are by said Mining Lease (as heretofore amended, the said lease and amendments thereto being hereafter referred to as "said Mining Lease") required to be done as to the above described land, to the same extent and in the same manner as if the provisions of said Mining Lease were fully set out herein, and without in any way or manner limiting the duties and obligations imposed and required by said Lease herein and hereby assumed, assignee specifically agrees that it will:

- (a) Pay or cause to be paid to the Navajo Tribe any and all royalties and/or bonuses at the times and in the amounts or percentages set forth and required by the terms of said Lease as amended.
- (b) Commence and/or continue mining operations under said Lease and produce and sell ore from said premises within six (6) months from the date of approval of this assignment as hereinbefore provided; and Assignee agrees to continue said mining operations as long as they are economically profitable.

- (c) Operate any mine opened or developed on the premises in a good and workman like manner and in accordance with applicable mining laws, rules and regulations, and to leave any such mine timbered in the event of abandonment thereof.
- (d) Comply with the rules and regulations of the Navajo Tribe, the Advisory Committee and/or the Secretary of the Interior governing the cutting of timber from any lands under the jurisdiction of said authorities, or either of them, before cutting or using any such timber for use in mining operations and to pay for any such timber at the rate or price provided by said rules and regulations.
- (e) Comply with all and singular the terms of said lease as to said premises and mining operations thereon, and to do and perform annually actual mining development work required in connection therewith at an expenditure of not less than the minimum requirements provided by Advisory Committee Resolution No. ACS-80-51 and the terms of said Lease, and to pay or cause to be paid to the Navajo Tribe any and all advance rentals to become due and payable thereunder for the lands covered by said Lease, and to furnish any required surety bond in an amount to conform to Departmental Mining Regulations to insure the full performance of the terms of said Lease.

2. It being made a further condition hereof that this lease shall become void in the event:

- (a) That the assignee shall fail, refuse or neglect to comply with the provisions of sub-paragraph 1 (b) hereinabove set

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forth without justifiable cause or reason therefor satisfactory to the Advisory Committee and the Area Director at a hearing thereon, the decision of the Committee and the Director to be binding on the parties hereto, subject to the right of either party to appeal any such decision adverse to him to the Secretary of the Interior or his authorized representative; or,

- (b) That it is shown to the satisfaction of the Advisory Committee and the Area Director at a hearing held for that purpose that the assignee knowingly and intentionally has directly or indirectly contravened the prohibition of paragraph three of Advisory Committee Resolution No. ACS-80-51 relative to acreage limitation for mining permits and leases, the decision of the Committee and the Area Director to be binding subject to the right of the assignee to appeal any adverse decision to the Secretary of the Interior or his authorized representative.

3. Assignee agrees to give the original Lessee first preference for employment on said claim during the existence of said Mining Permit, any renewal thereof, and any lease based thereon at the prevailing wage rate, and to employ available Navajos in all positions for which, in the opinion of the assignee, they are qualified, at prevailing wages.

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the 8th day of May, 1952, the same to be binding upon and to inure to the benefit of, not only the parties hereto, but their respective successors, assigns and representatives.

ATTEST:


Assistant Secretary

KERR-MCGEE OIL INDUSTRIES, INC.

BY:


Vice President

WITNESSES:

Loring D. Newton
Hugh H. Brown

Sam Ahkeah
Lessee

Recommended by Advisory Committee
of Navajo Tribal Council

Sam Ahkeah, Chairman

APPROVED: January 26, 1953
(date)

Reese E. Harper
Area Director

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of January, 1953, personally appeared F. C. Love, to me known to be the identical person who subscribed the name of KERR-McGEE OIL INDUSTRIES, INC. to the foregoing as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

My Commission expires:

10-19-56

Lucile Gorden
Notary Public

Lucile Gorden

STATE OF Montana)
COUNTY OF Montana) SS

BE IT REMEMBERED, That on this 23 day of August A. D., 1953, before me, a Notary Public in and for said County and State, personally appeared Koley Black, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission expires:

May 17, 1957

Notary Public
Notary Public

